



Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Between:

Northrop Grumman Systems Corporation
Meadowville Technology Park
11751 Meadowville Lane
Chester, VA 23836

and

The Commonwealth of Virginia
11751 Meadowville Lane
Chester, VA 23836

Contract Number	VA-051114-NG
Amendment Number	65
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	<ol style="list-style-type: none">1. Preamble of the CIA2. Section 27.4, Notices to a Party3. Schedule 25.4 Approved Subcontractors4. Appendix 9, Schedule 3.3, Voice and Video Telecom Services5. Appendix 4 to Schedule 3.3 (Help Desk Services SOW), Table 126. Addendum 10 to Data Networks SOW (Internet Access Site List)7. Schedule 10.1 (Fees), Attachments 10.1.5A, 10.1.7, 10.1.88. Section 18.1.4 (SAS70 Type II)



NORTHROP GRUMMAN

Description of Approved Contract Change – Provide a brief description of contract change	<ol style="list-style-type: none">1. Changes name of Vendor in CIA preamble2. Changes address of Ed Smith3. Updates Key Subcontractors4. Updates Voice and Video SOW due to inadvertent omission of several Roles and Responsibilities during the execution of Amendment 605. Change SLA in Table 12 from “Time to Respond”, to “Time to Resolve”6. Add DSS Charlottesville site to list of Internet Access Site List7. Adjusted formatting of cells to mirror original intent. Round data in cells for Management Fees and Microsoft Fees. Cells for click Fees moved out to four decimals. Fixed price adjustment format changed from (xxx) to – xxx. Clarify applicability of Truncated and Stub Amounts8. Change audit type to new standard, SSAE 16
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In accordance with Section 27.5 Amendments, and pursuant to the mutual agreement of the parties, this AGREEMENT is modified as follows:

All terms, conditions and provisions of the original Agreement, remain unchanged except as specifically noted herein.

1. Preamble to the Comprehensive Infrastructure Agreement is changed as follows:

COMPREHENSIVE INFRASTRUCTURE AGREEMENT

This Comprehensive Infrastructure Agreement, dated as of November 14, 2005, is a contract by and between the Commonwealth of Virginia (the "Commonwealth") acting through the Virginia Information Technologies Agency ("VITA"), and Northrop Grumman Systems Corporation, the successor-in-interest by merger to Northrop Grumman Information Technology, Inc. ("Vendor"), a Delaware corporation, having a principal place of business at 7525 Colshire Drive, McLean, VA 22102, under which Vendor shall provide the Commonwealth with certain IT services on the terms and conditions set forth below.

For and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

2. Section 27.4, Notices to a Party. Table is modified as follows:

Notices to the Commonwealth shall be addressed as follows: Office of the CIO Commonwealth Enterprise Solution Center 11751 Meadowville Lane Chester, Virginia 23836 Email: cio@vita.virginia.gov Fax: 804-416-6355	Notices to Vendor shall be addressed as follows: Director of Contracts Northrop Grumman Systems Corporation Commonwealth Enterprise Solution Center 11751 Meadowville Lane Chester, Virginia 23836 Fax: 804-416-6322
With a copy on all legal notices, including lawsuits, third party actions and subpoenas to: Office of the Attorney General 900 E. Main Street Richmond, Virginia 23219 Attention: John Westrick, Senior Assistant Attorney General E-mail: jwestrick@oag.state.va.us Fax: 804-786-1991	With a copy on all legal notices, including lawsuits, third party actions and subpoenas to: Vice President Sector Counsel Northrop Grumman Systems Corporation 7525 Colshire Drive Room 8036 W McLean, VA 22102 Email: ed.smith@ngc.com Fax: 703-345-7075

3. Schedule 25.4 Approved Subcontractors. Schedule is modified as follows:

Approved Subcontractors

This is Schedule 25.4 (Approved Subcontractors) to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor (the "Agreement").

<u>Subcontractors:</u>	<u>Scope of Services Being Performed by Subcontractor</u>
McKinney and Company	Facility Architecture and Engineering Services
Johnson Controls, Inc. (JCI)	Equipment supply and monitoring of the supporting base technical infrastructures of the CESC.
Comfort Systems	Equipment supply and monitoring of the supporting base technical infrastructures of the SWESC.
The Whiting-Turner Contracting Company	Facility General Contractor and site development
Powell Tate	Internal and External Communications
KST Data, Inc	IT Hardware supplier
Knowledge Information Solutions (KIS)	IT staffing
Networking Technologies and Support, Inc. (NTS)	IT staffing
PlanIT	IT staffing. Disposal of IT Assets.
CodeX (CXI)	IT staffing
Deloitte & Touche	IT Audit Services
EMC Corporation	IT Hardware and consulting Services
Astyra	IT staffing
Brancore	IT staffing
Leading Edge Systems	IT staffing
Udig Technologies	IT staffing
<u>Key Subcontractors</u>	<u>Scope of Services Being Performed by Subcontractor</u>
Verizon Communications, Inc.	Voice and Data network services; IT services

4. Appendix 9, Schedule 3.3, Voice and Video Telecom Services. Modify Table 6 as follows:

Audio and Data Conferencing Services

Audio and Data Conferencing Services that are the activities required to provide End-Users with audio conference and data sharing capabilities. Audio and Data Conferencing Services include planning and assessment, implementation, training, and ongoing management. The following table identifies the Audio and Data Conferencing Services roles and responsibilities that Vendor and VITA will perform.

Table 6. Audio and Data Conferencing Services Roles and Responsibilities

Audio and Data Conferencing Services Roles and Responsibilities	Vendor	VITA
1. Develop Audio and Data Conferencing Services strategies and requirements		X
2. Design Audio and Data Conferencing Services to meet Commonwealth strategies and requirements	X	
3. Approve Audio and Data Conferencing Services		X
4. Provide local, intrastate, national and international audio conferencing services and support	X	
5. Provide operator support for the setup of conferencing sessions	X	
6. Provide desktop collaboration capabilities through data conferencing for up to 50 seats in a given conference	X	
7. Provide audio conferencing facilities that can accommodate up to 350 participants	X	
8. Provide additional support services for monitoring/recording	X	
9. Deliver monthly summary reports by host, showing month-by-month and YTD information on conference activity.	X	
10. Develop and implement Audio and Data Conferencing Transition Plan	X	
11. Review and approve Audio and Data Conferencing Transition Plan		X
12. Migrate existing customers from the legacy VITA-hosted Audio and Data Conferencing Service to the new Northrop Grumman provided Service.	X	
13. Offer appropriate training for users of the Audio and Data Conferencing Services.	X	
14. Develop Audio and Data Conferencing Services ordering requirements for new customers.		X
15. Develop Audio and Data Conferencing Services ordering process for new customers.	X	
16. Develop Audio and Data Conferencing Services billing process from Northrop Grumman to VITA	X	
17. Review and approve Audio and Data Conferencing billing process		X

5. Appendix 4 to Schedule 3.3 (Help Desk Services SOW), Table 12 is modified as follows:

Table 12. Response Time Service Levels

Definition	Response Time is the number of seconds or cycles it takes an End-User to connect with Vendor's Help Desk representative. Vendor will provide toll free telephone lines in adequate quantity to handle Call volume, ACD system to record Call date, time and duration information, and electronic interface to all systems for monitoring and reporting. For purposes of calculating Call Abandonment rate, calls abandoned in less than thirty seconds after the switch picks up the call and calls abandoned within six seconds of the playing of an automatic problem status cut-in message shall be excluded from the calculation. For purposes of calculating the Average Speed to Answer and Email/Web Form Time to Respond Service Level Performance, in the event the daily volume of such transactions exceed by at least twenty percent the typical daily volume documented by Vendor, that day's volumes shall be excluded from the SLA performance calculation.
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Response Time Service Level Requirements			
HelpDesk Responsiveness	Service Measure	Performance Target	Minimum Performance %
Customer Contact Response Time	Average Speed to Answer (ASA) and Email/Web Form Time to Respond	ASA ≤ 60 sec Email/Web Form Time to Respond ≤ 1 business hour *must achieve both targets	ASA: 100% Email/Web: 90%
Password Reset (COV, Encryption using entitlement and EPHD OTP)	Time to Resolve	Less than 1 business hour	99%
Agency Application Password Reset Requests	Time to Respond	Dispatch to proper queue within 1 business hour (agency must agree to queue owner)	90%
VIP Office Support Response time	Phone response time by responding technician	≤ 15 minutes; and on-site ASAP	N/A: Reporting Purposes only
VIP Office Support- Time to Resolve	Elapsed time	≤ 12 business hours	N/A: Reporting Purposes only
	Formula	Number of events per event type within Performance Target / Total number of events per type during Measurement Interval = "Percent (%) Attained"	
	Measurement Interval	Measure Daily, Report Monthly	
	Measurement Tool/Source Data	ACD Reports/HP ServiceCenter	

6. Addendum 10 to Data Networks SOW (Internet Access Site List). See attached.

7. Schedule 10.1 (Fees), Attachments 10.1.5A, 10.1.7, 10.1.8. See attached.

8. Section 18.1.4 (SAS70 Type II) is modified as follows:

18.1.4. SSAE 16 Type II

On a Commonwealth fiscal year basis (7/1 – 6/30) ("Fiscal Year"), Vendor and all Key Subcontractors, shall require its Auditors to conduct an examination of the controls placed in operation and a test of operating effectiveness, as defined by Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization, and issue a report thereon (a "Type II Report") for the applicable Fiscal Year. Vendor shall submit the proposed control objectives to VITA for approval prior to conducting the audit, provided, however Vendor's actually incurred, out of pocket expense for such audit shall not exceed five hundred thousand dollars (\$500,000). Vendor and all Key Subcontractors shall deliver to VITA five (5) copies of the Type II Report within two (2) months after conducting the SSAE 16 assessment for a Fiscal Year (but in no event later than November 1 following the Fiscal Year end for which the audit was conducted) and Vendor shall prepare and implement a corrective action plan to correct any deficiencies or resolve any problems identified in such report. A copy of the corrective action plan shall be provided to the Commonwealth within thirty (30) days following the delivery of the Type II Report. In the event that the Commonwealth subsequently and reasonably incurs charges in excess of Seven Thousand Five Hundred Dollars (\$7,500) from its Auditors in connection with an audit of the Commonwealth's consolidated financial statements, then, to the extent that such excess charges result from additional audit procedures that such Auditors had to perform because of inadequacies or findings identified in a previously delivered Type II Report that have not been adequately addressed by Vendor or any Key Subcontractors (including control objectives or controls that that Vendor has not identified or instituted and that the Commonwealth reasonably believes are necessary to ensure its desired level of Service), Vendor shall promptly reimburse the Commonwealth for such excess charges, up to a maximum of Twenty Five Thousand Dollars (\$25,000) for each Fiscal Year. In no event shall this Section 18.1.4 in any way modify or reduce Vendor's Auditors' responsibilities under SSAE 16.

The parties have executed this Agreement on the dates indicated below.

Executed by:

The Commonwealth of Virginia

By: 

Name: Perry Pascual

Title: Customer Services, Project
Management Organization

Date: 9/19/2011

Northrop Grumman Systems Corporation

By: 

Name: Tim Rigney

Title: Director, Contracts

Date: 9/14/11